

Dräger Medizintechnik

Dräger

2650V/fr
MVII

Appendix A2
to Distributor Agreement

between

Dräger Medizintechnik GmbH
23542 Lübeck, Germany

- hereinafter called "Dräger MT" -

and

Life Care Technology S.A.E.
Cairo, Egypt

- hereinafter called "Distributor" -

Non-Exclusive Products
(Issue: 27 October 1999)

| <u>NO.</u> | <u>PRODUCT GROUP NAME</u> |
|-------------------|---|
| 7 | <u>Medical Technology</u> |
| 73 | <u>Emergency Care</u> (non-exclusive distribution rights for business transactions with other customers than those defined under Prod. No. 73 in Appendix A1) |
| 730 | Other Accessories MT-N |
| 731 | O ₂ -Cylinders / Emergency Care Products |
| 732 | Time-Cycled Short-Term Ventilators |
| 733 | Transport Monitoring |
| 734 | Home Ventilation |
| 735 | Defibrillator |
| 736 | Oxylog 2000 |
| 737 | Resuscitation Units |
| 738 | Training Devices |
| 739 | Telecare |
| 793 | Spare/Wear and Tear Parts for Emergency Care |
| 799 | Spare/Wear and Tear Parts for Non-Dräger Apparatus |

Dräger Medizintechnik

- 2 -

Dräger

8 Medical Architectural Systems

842 Compressor Plants

843 Vacuum Plants

Operating Theatre Consumable Products of Dräger Australia

1. Headwear
2. Theatre Protective Apparel
3. Surgical Drapes
4. Impervious Protective Wear
5. Clothing
6. Bedding
7. Sundry Items

(Product details are available in the current product price list.)

This Appendix A2 is subject to changes as provided in Section 21.3 of the Distributor Agreement.

* * *

Appendix B

Standard Terms and Conditions

- the following terms and conditions (hereinafter "Terms") shall apply. Any deviation from these Terms shall be subject to the hereby signed written consent of Dräger Medizintechnik GmbH. Any terms of the Customer which deviate from these Terms will be binding only if Dräger Medizintechnik GmbH has expressly accepted such deviating terms in writing.
2. Scope
- These Terms shall apply to all deliveries made and services rendered by Dräger Medizintechnik GmbH, with the exception of construction services.
3. Contractual Basis
- The contract shall be based on the latest version of the General Conditions of Sale, dated 01.07.2019, published by Dräger Medizintechnik GmbH under the name "Dräger Medizintechnik Allgemeine Verkaufsbedingungen". A change notice outlining the amendments, last valid 01. July 2018 is in effect on the date a contract is concluded. Nos. 1, 6 and 10-11 of these Terms shall also apply.
4. Terms of Payment, Net-0/0, Right of Retention
- The following terms of payment shall apply:
- With respect to deliveries completed and services rendered by Dräger Medizintechnik GmbH in a foreign country, payment shall be made through an irrevocable letter of credit confirmed by a major German bank and payable in favor of Dräger Medizintechnik GmbH, unless otherwise agreed in writing.
- Bills of exchange, cheques and other financial documents are not accepted as conditional payment only. With respect to these types of payment, the date on which the funds are made available to Dräger Medizintechnik GmbH shall be deemed the date of payment.
- Discount charges, collection fees and other charges connected with payment shall be borne by the Customer.
- No set off may be asserted unless the claim is uncontested or has been reduced to final, non appealable judgment.
- Right of retention may be asserted only insofar as they relate to the same contract.
- In the event repair/exchange parts (replacement materials) are delivered, 10% of the price of the repair/exchange part shall, in addition to the price of the repair/exchange part, be paid pursuant to the Value Added Tax Act (§ Umsatzsteuergesetz).
5. Shipment, Packing, Passing of Risk
- In the absence of an agreement to the contrary, the Customer shall bear the costs associated with shipment, transportation and packing.
- The risk shall pass to the Customer no later than upon dispatch even where freight costs have been paid, partial deliveries have been made, such as direct delivery and assembly. If shipment becomes impossible through no fault of Dräger Medizintechnik GmbH, the risk shall pass to the Customer when notice is given that the articles are ready for shipment. If, under the terms of the contract of delivery, Dräger Medizintechnik GmbH is obliged to install and place into operation the article to be delivered, then the risk shall pass to the Customer when the article has been placed into operation.
- If the articles, for reasons not attributable to Dräger Medizintechnik GmbH, are not put into operation within the time specified in the contract, the Customer shall be liable. Upon receipt of a written notice from Dräger Medizintechnik GmbH stating that installation is complete, then the risk shall pass to the Customer following expiration of this deadline. Dräger Medizintechnik GmbH agrees in this context to advise the Customer that the goods are deemed to be accepted. Should installation be delayed for reasons attributable to the Customer, the risk shall pass to the Customer for the duration of this delay.
6. Delivery and Time of Delivery
- Rights and dimensions listed in brochures and bid proposals are estimates only. Dräger Medizintechnik GmbH reserves the right to reasonably modify these specifications, design and construction.
- An reference to technical standards shall represent merely a description of performance unless Dräger Medizintechnik GmbH expressly warrants, in the form of a warranty (Garantieerklärung), that such technical standards have been met. Any promises of this kind must be memorialized in writing at the time the Contract is concluded.
- The deadline for deliveries and for rendering services shall not begin to run until the Customer has furnished all documents, approvals or clearances that it is required to procure. Compliance with regulatory requirements and certificates and for rendering services conditioned upon the Customer discharging its duties under the Contract.
- The delivery deadline shall be deemed to have been met when the article for delivery has left the factory before the deadline has fallen.
- The deadline for deliveries and for rendering services shall be reasonably extended if events arise which are connected with labour disputes including, inter alia, strikes and lock-outs, and unforeseeable hindrances occur which are beyond Dräger Medizintechnik GmbH's control. Unless such events make delivery or performance of a service impossible, in the event delivery or performance becomes impossible, Dräger Medizintechnik GmbH shall be excused from its duty to discharge the Contract. In cases where the delivery deadline is extended Dräger Medizintechnik GmbH is excused from its duties to perform the Contract; the Customer may not claim any compensatory damages arising therefrom.
7. Avoidance of Contract
- The Customer may avoid the Contract if overall performance thereafter becomes permanently impossible for Dräger Medizintechnik GmbH prior to the transfer of the risk. The same rule shall apply if the Customer avoids the Contract after the transfer of the risk. In the event of avoidance, the Customer may demand compensation for the loss of interest. If the Customer has a legitimate interest in rejecting a partial delivery, if it has no such legitimate interest, the Customer may reduce its counter-performance accordingly.
- Should Dräger Medizintechnik GmbH's contractual performance be delayed, then the Customer may avoid the Contract, provided that the Customer granted Dräger Medizintechnik GmbH in writing a reasonable grace period and expressly declared that it would refuse to accept performance following expiration of this grace period and the grace period was not observed.
- In the cases described in nos. 6.1 and 6.2, no. 10 of these Terms shall govern Dräger Medizintechnik GmbH's liability.
8. Reservation of Title
- Dräger Medizintechnik GmbH shall retain title to any articles delivered and/or installed (Retained Goods) until all debts, including future debts arising from the business relations with the Customer, and regardless of the legal basis upon which the enforcement thereof is made, have been paid, even when payments are made on specifically designated receipts. With respect to current accounts, the retained title shall serve security for the balance due Dräger Medizintechnik GmbH.
- Any work on or processing of the Retained Goods shall be made under authority of Dräger Medizintechnik GmbH. Dräger Medizintechnik GmbH shall be deemed a manufacturer within the meaning of § 350 of the German Civil Code ("BGB") and shall thereby enjoy the same rights in the products at any given time and any stage of work or processing. Dräger Medizintechnik GmbH shall not be liable for any payment or incur any obligation with respect to such work or processing.
- Should the Customer process, affix, or commingle the Retained Goods with other chattels not owned by Dräger Medizintechnik GmbH, the latter shall be entitled to joint ownership in the new property in the proportion of the invoice value of the Retained Goods to the value of the other property included in the new property created as a result of the processing. Affixing or commingling the same provisions shall apply to those concerning the Retained Goods. This new property shall be deemed Retained Goods within the meaning of these Terms.
- When chattels are affixed to buildings or other forms of real property, the Customer agrees that Dräger Medizintechnik GmbH's request to segregate the delivered and/or installed articles as Retained Goods and to convey title in these articles back to Dräger Medizintechnik GmbH. These articles will be deemed Retained Goods within the meaning of these Terms. If the customer is owner (as defined under the commercial code), a public administrator or a public body, then no rights to retain possession above all, conveying title, or claiming an interest in the goods need to manifest themselves at this point.
- The articles' debts arising from a resale of Retained Goods are hereby assigned to Dräger Medizintechnik GmbH. The Customer may not pay for all Dräger Medizintechnik GmbH's accounts receivable, including claims against third parties, to anyone other than the business relations with the Customer, irrespective of whether the Retained Goods are resold without or after processing while the original debt exists or terminates.

Even after the assignment has been made, the Usermaster will be authorised to collect the assigned claims unless it disavows its payments to Hager Medicaltechnik GmbH by revoking this authority to collect. In any case, Hager Medicaltechnik GmbH reserves the right to collect the assigned claims itself.

The Customer shall upon request provide Dager Medizintechnik GmbH with prompt written notice of the names of those to whom it has sold the delivered articles and the payment claims to which the Customer is entitled from the sale and shall surrender the documents necessary for collection.

7. The Customer shall inform Dräger Medizintechnik GmbH of any defects or damages as soon as they are detected. Goods pursuant to paragraph 6 must bear labels or markings which contain the name of the manufacturer and the date of manufacture. In the event of damage to the goods, the Customer shall immediately notify Dräger Medizintechnik GmbH by e-mail and by registered mail of the delivered articles in this part. The Customer may at its own expense also engage the services of a third party to inspect the goods. If the inspection confirms the existence of a defect or damage, the Customer shall immediately notify Dräger Medizintechnik GmbH of the results of the inspection. In the event of a defect or damage, the Customer shall immediately notify Dräger Medizintechnik GmbH of the results of the inspection. In the event of a defect or damage, the Customer shall immediately notify Dräger Medizintechnik GmbH of the results of the inspection.
8. Notification of Defects and Acceptance of Delivery
9. Warranty
10. Other Liability
11. Place of Jurisdiction, Governing Law
12. Data Protection
13. Safety Regulations
14. Force Majeure
15. Final Provisions
16. General Provisions
17. Miscellaneous
18. Signatures
19. Annexes
20. Contact Information
21. Definitions
22. Language
23. Version Control
24. Confidentiality
25. Intellectual Property Rights
26. Assignment
27. Severability
28. Entire Agreement
29. Notices
30. Counterparts
31. Electronic Communications
32. Waiver
33. Release
34. Indemnification
35. Limitation of Remedies
36. Choice of Law
37. Dispute Resolution
38. Arbitration
39. Mediation
40. Conciliation
41. Alternative Dispute Resolution
42. Binding Arbitration
43. Arbitral Tribunal
44. Arbitral Proceedings
45. Arbitral Award
46. Enforcement of Arbitral Award
47. Recognition of Arbitral Award
48. Execution of Arbitral Award
49. Costs of Arbitration
50. Interest on Award
51. Expenses of Parties
52. Fees and Costs
53. Legal Representation
54. Power of Attorney
55. Signature Requirements
56. Authentication
57. Verification
58. Confirmation
59. Acknowledgment
60. Receipt
61. Delivery
62. Transfer
63. Assignment
64. Delegation
65. Substitution
66. Replacement
67. Succession
68. Continuation
69. Extension
70. Renewal
71. Termination
72. Cancellation
73. Rescission
74. Annulment
75. Voidance
76. Invalidity
77. Unenforceability
78. Non-compliance
79. Breach
80. Default
81. Non-performance
82. Failure to Perform
83. Incomplete Performance
84. Partial Performance
85. Delayed Performance
86. Early Performance
87. Premature Performance
88. Anticipatory Breach
89. Repudiation
90. Renunciation
91. Surrender
92. Relinquishment
93. Abandonment
94. Disposal
95. Disposition
96. Alienation
97. Conveyance
98. Transfer of Title
99. Change of Ownership
100. Change of Control
101. Change of Management
102. Change of Direction
103. Change of Purpose
104. Change of Scope
105. Change of Nature
106. Change of Character
107. Change of Quality
108. Change of Quantity
109. Change of Value
110. Change of Price
111. Change of Cost
112. Change of Profit
113. Change of Loss
114. Change of Risk
115. Change of Reward
116. Change of Benefit
117. Change of Burden
118. Change of Obligation
119. Change of Duty
120. Change of Responsibility
121. Change of Accountability
122. Change of Liability
123. Change of Accountability
124. Change of Responsibility
125. Change of Accountability
126. Change of Liability
127. Change of Accountability
128. Change of Responsibility
129. Change of Accountability
130. Change of Liability

4,000 beds for 1992.

2651V/fr
MVII

Appendix C
to Distributor Agreement

between

Dräger Medizintechnik GmbH
23542 Lübeck, Germany

- hereinafter called "Dräger MT" -

and

Life Care Technology S.A.E.
Cairo, Egypt

- hereinafter called "Distributor" -

After-Sales Service

Pursuant to Section 10.1 of the Distributor Agreement the Parties agree to the following provisions on establishing and performing the after-sales service by Distributor in the Territory:

1. Distributor shall establish and perform the after-sales service on a non-exclusive basis in the Territory according to the following regulations:
 - 1.1 Distributor shall execute after-sales service at its own workshop and on customer's premises by Distributor's field service.
 - 1.2 For after-sales service Distributor shall employ qualified service technicians. At least one technician must have sufficient knowledge of English.

Distributor shall inform Dräger MT of the names of its service technicians who are responsible for after-sales service. Distributor shall inform Dräger MT of any resignation and replacement of its qualified service technicians.
 - 1.3 Distributor shall have its qualified service technicians attend all such training courses which are offered by Dräger MT to Distributor and indicated by Dräger MT as essential for Distributor, e.g. if none of Distributor's responsible service technicians has ever attended a training course

- 2 -

concerning the selected Product or if the selected Product has been changed technically.

- 1.4 Distributor shall provide its service technicians with workshop, working material, tools and measuring instruments indispensable for the service of the Products and according to the specifications of Dräger MT.

As far as such working material, tools and measuring instruments are manufactured or modified specially for Dräger MT, Distributor shall purchase such items only from Dräger MT.

- 1.5 For maintenance and repairs Distributor shall use only original Dräger MT Spare Parts and the consumables recommended by Dräger MT.

- 1.6 Distributor shall maintain at its own cost a stock of spare parts which are necessary for the service of the Products. The stock range must take into account the types and quantities of the Products which have been distributed in the Territory and the recommendations of DrägerService, Lübeck.

- 1.7 Distributor shall adhere to Dräger MT's "General Instructions on Establishing and Performing the After-Sales Service".

2. Dräger MT shall arrange training courses for the service technicians of Distributor in Lübeck, in the country of Seller, in the Territory or in any other country nearby the Territory whatever Dräger MT decides in its own discretion. Subject of the training courses shall be installation and after-sales service of single Products. The training courses shall be held in English.

Training fees and, if the training course is not held in Lübeck, travelling expenses and cost for boarding and lodging of the Dräger MT training manager and expenses for transportation of equipment shall be borne proportionally by the participating distributors.

Travelling expenses, cost for boarding and lodging and all other expenses of its participating service technicians shall be borne by Distributor.

3. For each Product Dräger MT will submit to Distributor against payment guidelines and instructions for after-sales service laid down in separate service documents in English. Dräger MT will decide in its own discretion on the kind of transmission (paper, micro film, CD ROM, databank/e.g. Lotus Notes, video clips etc.).

Service documents and other technical documents of Dräger MT shall be treated as confidential information which shall be used by Distributor only within the scope of this Distributor Agreement. Distributor shall not disclose

- 3 -

any such documents to third parties and shall not submit copies or excerpts of any such documents to third parties.

Service-documents and other technical documents of Dräger MT remain Dräger MT's property and shall be returned to Dräger MT immediately upon expiration of the Distributor Agreement.

For the performance of after-sales service of Products supplied into the Territory Distributor shall follow the service-documents and all other submitted technical documents and shall observe all information of the training courses.

4. Distributor shall perform after-sales service to the following extent:

- 4.1** Distributor shall, according to Seller's specifications, undertake the assembling, setting to work, testing, commissioning and handing-over of the Products supplied by Seller into the Territory and shall execute the training of the user and customer regarding the proper handling of such Products.

Distributor's labour and travelling cost shall be considered discharged by the discount or net price allowance as per Section 6.1 of the Distributor Agreement or by the commission allowance as per Section 7.2 or Section 7.4 of the Distributor Agreement.

However, if Distributor has not received any commission for direct supplies of Non-Exclusive Products, Distributor shall undertake all such services upon Seller's written order against reimbursement of Distributor's cost.

- 4.2** For Products supplied by Seller to Distributor, Distributor shall undertake all warranty services.

Distributor's labour and travelling cost shall be considered discharged by the discount or net price allowance as per Section 6.1 of the Distributor Agreement. However, during the warranty period agreed upon between Seller and Distributor, Seller shall deliver the Dräger MT Spare Parts for such repairs free of charge. The defective parts shall be kept available for Dräger MT.

- 4.3** In case of direct supplies according to Section 7.1 or Section 7.3 of the Distributor Agreement Distributor shall undertake all warranty services.

Distributor's labour and travelling cost shall be considered discharged by the commission allowance as per Section 7.2 or Section 7.4 of the Distributor Agreement. However, during the warranty period agreed upon between Seller and the customer, Seller shall deliver the Dräger Spare Parts for such repairs free of charge. The defective parts shall be kept available for Seller.

- 4 -

However, if Distributor has not received any commission for direct supplies of Non-Exclusive Products, Distributor shall undertake all warranty services upon Seller's written order against reimbursement of Distributor's cost.

- 4.4 In all other cases Distributor shall perform inspections, maintenance and repairs of the Products in the Territory by individual orders of its customers and for account of its customers.
- 4.5 In case of Product recall actions or corrective actions made by Seller, Distributor shall perform all services in the Territory as instructed by Seller and shall inform Seller in writing about completion of its service. For such services Seller shall bear the actual net labour and travelling cost and shall deliver the Dräger MT Spare Parts free of charge. The defective parts shall be kept available for Seller.
5. Distributor shall inform Seller on the respective form letter of Seller about each case of defect occurring during the warranty period agreed upon between Seller and Distributor.
6. Distributor shall strictly adhere to Dräger MT's instructions "Immediate Reporting of Customer Complaints" and "Warranty Claims".
7. After prior announcement to Distributor Dräger MT shall be granted free access to Distributor's workshops and other service premises and Distributor shall assist Dräger MT in obtaining information about the efficiency of Distributor's after-sales service.

Lübeck, 22. Okt. 99


Dräger Medizintechnik GmbH



Cairo, 4/11/1999


Life Care Technology S.A.E.



Dräger Medizintechnik

Dräger
2654V/fr
MVII

Appendix D
to Distributor Agreement

between

Dräger Medizintechnik GmbH
23542 Lübeck, Germany

- hereinafter called "Dräger MT" -

and

Life Care Technology S.A.E.
Cairo, Egypt

- hereinafter called "Distributor" -

Dräger Affiliates and their Products
(Issue: 27 October 1999)

"Dräger Affiliates" shall mean the companies of the Dräger-Group as set forth in this Appendix D, from whom Distributor shall order and purchase the following Products under the conditions of the Distributor Agreement and its Appendices A1, A2 and C.

"Seller" or "Sellers" shall mean Dräger MT and Dräger Affiliates jointly or severally.

As per Section 3 of the Distributor Agreement Dräger MT directs Distributor as follows:

1. From **N.A.D., Inc.**
3135 Quarry Road
Telford, PA 18969
USA
Tel.: (* 1) 2 15 / 7 21 54 00
Fax: (* 1) 2 15 / 7 21 95 61

Distributor shall order and purchase all NAD Medical Products.

Dräger Medizintechnik

- 2 -

Dräger

2. From **Draeger Ltd.**
Medical Division
The Willows, Mark Road
Hemel Hempstead
Herts. HP2 7BW
Great Britain
Tel.: (* 44) 14 42 / 21 35 42
Fax: (* 44) 14 42 / 24 03 27

Distributor shall order and purchase the following Products:

8 Medical Architectural Systems

- 87 British Standard Gas Management Systems (GB)**
871 Cylinder Manifolds (GB)
872 Compressed Plants (GB)
873 Vacuum Plants (GB)
874 Distribution Systems (GB)
875 Warning and Monitoring Systems (GB)
876 Suction Systems (GB)
877 Wall Outlets (GB)
878 Wall Rail and Accessories (GB)
897 Spare/Wear/Tear Parts for British Standard Gas Management Systems (GB)

3. From **Physio B.V.**
Hulswitweg 8
2031 BG Haarlem
The Netherlands
Tel.: (* 31) 23 / 553 14 14
Fax: (* 31) 23 / 553 14 37

Distributor shall order and purchase the Products No. 774.

Dräger Medizintechnik

Dräger

- 3 -

4. From **Dräger Australia Pty. Ltd.**
3 Ferntree Place
Notting Hill, Vic. 3168
Australia
Tel.: (* 61) 3 / 92 65 50 00
Fax: (* 61) 3 / 92 65 50 95

Distributor shall order and purchase all Operating Theatre Consumable Products made by Dräger Australia.

This Appendix D is subject to changes as provided in Section 21.4 of the Distributor Agreement.

* * *

No. 393 of notary's document register for the year 1999

This is to certify, that

1. Holder of special authority Thomas Will,
 2. Holder of special authority Reinhard Frick,
- business address: Moislinger Allee 53-55, 23558 Lübeck, Germany,
- all known to me -
on this day in my presence have signed this document,
in testimony whereof I have hereunto set my hand and affixed
the notarial Seal of Office.

The Notary asked the Appearer whether he or any member of his firm had acted in the matter which is the subject of this instrument, except in a notarial capacity. The Appearer replied in the negative.

Due to my inspection of the Companies' Register at the local court of Lübeck, Registration No. HRB 4096, from November 18, 1999, I herewith certify that the above mentioned gentlemen are entitled to jointly represent Dräger Medizintechnik GmbH in 23558 Lübeck, Moislinger Allee 53-55.

Lübeck, November 29, 1999


Notary

Kostenrechnung

| | | |
|------------------------------|-------------|----------|
| Geschäftswert | 5.000,00 DM | |
| Gebühr §§ 141, 142, 45 KostO | | 20,00 DM |
| Zusatzgebühr § 3 | | 20,00 DM |
| Gebühr § 150 | | 25,00 DM |
| Mehrwertsteuer 16% § 151 a | | 10,40 DM |
| Summe | | 75,40 DM |


Notar

~~Vorsitz, oberstehender~~
 Die Echtheit vorstehender Unterschrift des
 Notars Günther Willand
 in Lübeck
 und die Echtheit des beigedruckten Dienst-
~~stempels~~ Dienststempels worden hiermit be-
 stätigt. Zugleich wird bescheinigt, daß der
 Vorgenannte zur Vornahme der Amtshand-
 lung befugt war.

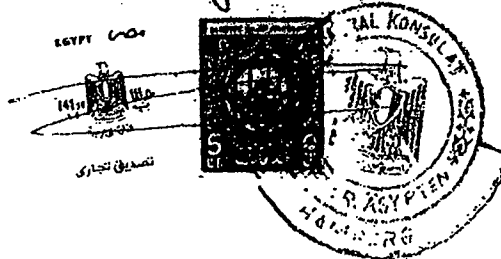
Lübeck, den 01. Dezember 1999

Der Präsident des Landgerichts Lübeck
 in Vertretung

H. Horst Greb
 (Dr. Horst Greb)



| | |
|---|---------------------------|
| Consulate General Arab Republic of EGYPT at Hamburg | |
| Seen for legalisation of the signature of | |
| Mr. | <u>Dr. Horst Greb</u> |
| and of the seal | <u>Landgericht Lübeck</u> |
| Legalisation No. | <u>7440</u> |
| Fees collected | <u>DM 155,-</u> |
| Date | <u>10.12.99</u> |
| The Consul General <u>[Signature]</u> | |



B

2695V/fr
27/10/99

Sales and Technical Assistance Agreement

between

Life Care Technology S.A.E.

13 El Khalifa El Wathek

Nasr City - Cairo

Egypt

- hereinafter called "LCT" -

and

Dräger Medizintechnik GmbH

Moislinger Allee 53 - 55

23542 Lübeck

Germany

- hereinafter called "Dräger MT" -

- LCT and Dräger MT together hereinafter called "the Parties" -

- 2 -

Preamble

Dräger MT has a long-standing tradition of manufacturing medical products and has experience in world-wide sales and after-sales service of medical products.

LCT is distributor of medical products and has been appointed by Dräger MT as its exclusive distributor for Dräger Medical Products in Egypt.

LCT desires to receive from Dräger MT assistance in business management, marketing, sales performance, installation, and after-sales service of medical products, especially Dräger Medical Products, and Dräger MT is willing to grant such assistance to LCT on the terms and conditions set forth below in this Agreement.

NOW, THEREFORE, the Parties have agreed as follows:

1. **Sales and Technical Assistance and Consultancy Services of Dräger MT**

Dräger MT shall consult, assist and advise LCT in the following matters regarding sales and technical service of medical products:

1.1 **Business Management**

- management and control of business
- organisation of business units (sales and service etc.)
- selection and development of managers
- human resources management
- drafting of business plans

1.2 **Finance**

- principles of accounting, controlling and reporting system
- financing methods (loan, leasing, international aid programmes etc.)
- contacts to financing institutes and aid organisation
- working out budgets

- 3 -

1.3 Marketing and Sales Performance

- research on market situation and competition
- advertising medical products in appropriate media
- design of sales brochures and technical information material for different customer groups
- design of letter heads
- outfit of a showroom
- participation in exhibitions and congresses
- identification of potential customers and projects with respect to different medical products
- sales strategies and planning of sales activities
- organisation of meetings with potential customers, planning of negotiations with potential customers and demonstration of products
- preparation of sales forecast

1.4 Order and Contract Management

- finding and calculation of market prices
- preparation of quotations
- order generating and processing
- standard condition for supplies, installation and technical service (inspection, single repair, comprehensive maintenance etc.)
- keeping records of deliveries (date of dispatch, location, customer, product no. and serial no.)

1.5 Technical Service regarding Supply of Medical Products

- assembly and installation
- setting to work and testing
- handing-over of the products and training of the user

- 4 -

1.6 Special Tasks regarding Fixed Installed Medical Gas Supply Systems

- planning and engineering
- purchase of material according to Dräger quality standards
- installation
- supervising
- documentation
- testing and commissioning
- training of the user

1.7 Technical Service

- furnishing the workshop
- purchase of working material, tools, measuring and test equipment according to Dräger standards
- inspection according to Dräger test cards
- repairs and comprehensive maintenance services

1.8 Training Centre

- training of sales managers and engineers of Dräger distributors
- training of hospital engineers for first line repair service

1.9 Services and Management in the Field of Medical Care and Hospital Projects

1.10 Maintaining a Stock

- setting the requirements for a stock of products (for demonstration purposes, urgent deliveries etc.) and spare parts (quantity and types, conditions for delicate parts like plastic, rubber etc.)
- drafting and keeping inventory lists

- 5 -

2. **Methods of Services**

Dräger MT shall render its consultancy and assistance services to LCT by the following methods:

- 2.1 Dräger MT shall arrange training courses for the sales managers and the service technicians of LCT in Cairo or in Lübeck.

If the training course is held in Lübeck, LCT shall bear the travelling expenses, cost for boarding and lodging and other expenses of its participating sales managers and technicians.

- 2.2 Training managers, sales managers or service engineers of Dräger MT shall be present in Egypt for approximately 48 working days per calendar year in order to render consultancy and assistance services to LCT (i. e. approximately 20 days for technical service, 20 days for sales support and 8 days for business management).

- 2.3 Dräger MT shall submit to LCT sales and technical service documents in English (e. g. Dräger quality standards, Dräger guidelines and instructions for installation and after-sales service, Dräger management guidelines and principles of accounting and reporting).

- 2.4 Dräger MT is entitled to render the consultancy and assistance services through other companies of the Dräger Group

| | |
|----------------------------|--------------------------------|
| (e. g. NAD Inc. (USA) | for US-made anaesthesia |
| | equipment, |
| Draeger Ltd. (UK) | for medical gas supply systems |
| | according to British Standard, |
| Dräger TGM GmbH (Germany) | for medical care and hospital |
| | management, |
| DrägerForum GmbH (Germany) | for management training) |

3. **Fees and Payment**

- 3.1 In consideration of the consultancy and assistance services rendered by Dräger MT to LCT and in consideration of Dräger MT's grant of the right to use the know-how contained in advices and information transferred orally or in writing by Dräger MT to LCT in order to operate the business and technical services according to Dräger MT's advices, information and documents, LCT shall pay to Dräger MT the following fees:

- 3.1.1 a basic fee of 2 % of LCT's total gross revenue,

- 6 -

3.1.2 an incentive fee of _____ of the net profit before tax which exceeds _____ of the total annual profit of LCT (before deduction of Egyptian taxes on profit), i. e.:

| | | |
|----------------------|------------------------------|-----------------------------|
| <u>LCT's total</u> | <u>calculation basis für</u> | <u>the incentive fee is</u> |
| <u>annual profit</u> | <u>the incentive fee is</u> | <u>the following profit</u> |
| | <u>the following profit</u> | |

3.2 LCT shall make payment

- of the basic fee until 31 July and 31 January of each year for the preceding calendar half year; and
- of the incentive fee until 31 January of each year for the preceding calendar year.

4. Responsibilities and Obligations of LCT

4.1 LCT shall employ qualified general manager, sales managers and service technicians who must have sufficient knowledge of English.

LCT shall have its general manager, sales manager and service technicians attend all such training courses which are offered by Dräger MT to LCT and indicated by Dräger MT as essential for LCT.

4.3 LCT shall take care that its general manager, sales managers and service technicians are present whenever it is required by Dräger MT during the visit of its representatives in Egypt (after having given prior announcement of the names of LCT's staff members).

4.4 After prior announcement to LCT Dräger MT shall be granted free access to LCT's premises and workshop and LCT shall assist Dräger MT in obtaining information about the efficiency of LCT's sales efforts and technical service.

- 7 -

- 4.5 LCT shall follow the advices of Dräger MT and shall observe all information given by Dräger MT, whenever it is indicated by Dräger MT as essential for successful business of LCT.
- 4.6 LCT shall not do or omit to do any task which may in the opinion of Dräger MT damage or conflict with the interests of the business or other distributors of Dräger MT.
- 4.7 LCT shall observe the range of prices recommended by Dräger MT.

5. **Business Plan, Budget and Reports**

LCT shall adhere to Dräger's Business Plan and Budget Procedures and to Dräger's monthly and quarterly Reporting System.

6. **Liability of Dräger MT**

- 6.1 LCT acknowledges that Dräger MT has based its advices and recommendations for business management, marketing and sales support on experience actually obtained in its long standing practice but Dräger MT does not give any guarantee or warranty with regard to the matters as contemplated in Section 1 or generally in connection with the sales and service volume and its profitability or any other aspect of the business.
- 6.2 Regarding the technical advice, assistance and know-how, given by Dräger MT to LCT for installation and technical service of Dräger Medical Products, Dräger MT warrants that such technical information and know-how is sufficient to perform the installation and service of Dräger Medical Products. Such warranty is limited to completion of missing technical documents and to correction of errors in the technical documents with the exclusion of any other direct or indirect liability of Dräger MT.

7. **Confidentiality**

LCT hereby acknowledges that the advices and all information, knowledge and know-how related to the consultancy and assistance services as per Section 1, information of the distribution and service network of Dräger MT and trade secrets of the Dräger Group (given by Dräger MT to LCT orally or in writing) is of a strictly confidential nature and accordingly LCT shall preserve in strict confidence all such information and know-how and shall refrain from disclosing it to third parties during the period of this Agreement and any time after expiry of this Agreement.

- 8 -

8. Period of this Agreement

- 8.1 This Agreement shall come into effect immediately after it has been signed by both Parties and it shall continue until 31 December 2003. Thereafter it shall continue from year to year unless terminated by one of the Parties to the end of a calendar year with a 6 months notice. First notice of termination may be given until 30 June 2003 with effect on 31 December 2003.
- 8.2 Notwithstanding Section 8.1, Dräger MT is entitled to terminate this Agreement with a 30 days notice upon occurrence of the following events:
- 8.2.1 LCT has failed to receive the governmental approval in Egypt concerning its activities for Dräger Medical Products as importer, distributor (e.g. S 14 Form), installation and engineering company and service workshop until 1 January 2000 or LCT has failed to commence its business until 1 January 2000.
- 8.2.2 LCT has failed to operate its business according to Dräger MT's advices, consultancy and assistance services which have been indicated by Dräger MT as essential as contemplated in Sections 4.5 and 4.7, and such failure has not been resolved by LCT within 45 days after written notice thereof is given to LCT.
- 8.2.3 LCT has failed to pay the fees as per Section 3, and such failure has not been resolved by LCT within 30 days after written notice thereof is given to LCT.
- 8.2.4 LCT has failed to submit to Dräger MT in a timely manner any of the accountings, reports or management information as required under Section 5, and such failure has not been resolved by LCT within 30 days after written notice thereof is given to LCT.
- 8.3 Notwithstanding Section 8.1, both Parties are entitled to terminate this Agreement with a 30 days notice upon occurrence of the following events:
- 8.3.1 The other Party has committed any material breach of its obligations hereunder (other than defaults addressed in Section 8.2) and such breach is not resolved within 45 days after written notice thereof is given to the Party in breach of this Agreement.
- 8.3.2 Either Party has adjudged a bankrupt, or has a receiver appointed in respect of its assets or shall make any arrangement or composition with its creditors or shall be wound up, whether voluntarily or compulsorily, or make a general assignment for the benefit of creditors.
- 8.4 The notice of termination shall be given by registered mail.

- 8.5 Notwithstanding Section 8.1 this Agreement shall be terminated automatically upon termination of the Distributor Agreement between Dräger MT and LCT.

9. **Return of Information Material**

Immediately after expiration of this Agreement LCT shall return to Dräger MT all samples, specifications, drawings, test schedules, technical information, management information, sales brochures and literature and all other data which LCT has received from Dräger MT or from any other company of the Dräger Group in relation to this Agreement and which are not meant for submission to third parties. In respect of such information and materials LCT has no right of retention.

10. **Miscellaneous**

- 10.1 It is hereby expressly agreed between the Parties that each of the obligations and restrictions contained in this Agreement is fair and reasonable and does not unreasonably interfere with the freedom of action of any of the Parties and that both Parties who into this Agreement with the full knowledge of all the provisions hereof.
- 10.2 All modifications and amendments to this Agreement must be in writing.
- 10.3 This Agreement and the rights hereby granted and the obligations hereby stated are not assignable or in any manner transferable to any third party.
- 10.4 In the event any of the provisions of this Agreement become invalid or unenforceable for legal reasons, the validity of the remaining provisions shall not be affected. The Parties undertake to replace such invalid or unenforceable provision in a way that best meets the commercial intentions of this Agreement.

11. **Applicable Law**

This Agreement shall be governed, construed and interpreted in accordance with the German laws.

12. **Arbitration**

All disputes arising in connection with this present Agreement shall be exclusively and finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three Arbitrators appointed in accordance with the said Rules.

- 10 -

The award shall be in writing and shall contain the reasons for the decision.

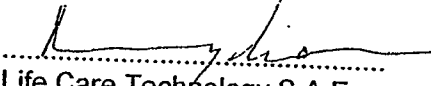
The language of the arbitration proceeding shall be English.

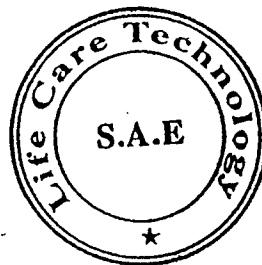
The arbitration proceeding shall be held in Cairo, Egypt.

Lübeck, 27. Okt. 99



Cairo, 4./11/1999


Life Care Technology S.A.E.



C

1249V/ctb
21/01/00

First Amendment to the Distributor Agreement
signed on 27/10/99 and 04/11/1999

between

Dräger Medizintechnik GmbH
Moislinger Allee 53 - 55
23542 Lübeck
Germany

- hereinafter called "Dräger MT" -

and

Life Care Technology S.A.E.
13 El Khalifa El Wathek
Nasr City - Cairo
Egypt

- hereinafter called "Distributor" -

- both Dräger MT and Distributor together hereinafter called "the Parties" -

The Parties wish to amend the Distributor Agreement as follows and Dräger MT agrees to these amendments:

Clause 7.2.2 shall be replaced by the following wording:

7.2.2 In any case the total commission for arranged direct supplies into the Territory shall be % on invoiced prices. The commission shall be paid in EURO.

Clause 22 shall be amended and shall read:

22. Modifications and Amendments

- 22.1 All modifications and amendments to this Agreement and its Appendices must be in writing.
- 22.2 Dräger MT shall inform the Egyptian Consulate in Hamburg, Germany, of any modification or amendment to this Agreement.

All other provisions of the Distributor Agreement shall remain unchanged.

Lübeck, 21.1.00


Dräger Medizintechnik GmbH



Wir beglaubigen die vorstehende/n
Unterschrift/en

Lübeck, d. 26. Jan. 2000

Industrie- und Handelskammer zu Lübeck



I. A. H. Gramitzki

**Consulate General
Arab Republic of EGYPT
at Hamburg**

Seen for legalisation of the signature of
Mr. Grawitzki
and of the seal HK Lübeck
Legalisation No. 0477
Fees collected DM 15,-
Date 26.01.2000

The Consul General
[Signature]



D

CERTIFICATE OF ACCURACY

TRANSLATION
From Arabic to English

Mohamadou Issa Bello

- 1) I am an attorney by profession and have 3 years experience in translating Arabic to English and English to Arabic. I received an L.L.B. Degree in Law from Law School – AlAzhar University in June 2004.
- 2) I am thoroughly conversant in both the Arabic and English languages.
- 3) I have carefully made the attached translation from the attached original document written in Arabic.
- 4) The attached translation is a true and correct English translation of such original document, to the best of my knowledge and belief.

Dated: 27 March, 2007

Mohamadou Issa Bello

Mohamadou Bello

رقم مسلسل المنشأة: ٥٢١٠٣٩١١١ - مصلحة رقم ٢/٤
١٤٢٠٩:٥٠٣-١٢-٢٠٠٦

مستخرج من السجل التجاري رقم: ٢٨٦٥٢١٠٢١
أي خطأ أو تعديل أو تعليق يرجى كتابة التعليق

| (١) ملاحظات | (٢) أرقام | (٣) أرقام | (٤) أرقام | (٥) أرقام | (٦) أرقام | (٧) أرقام | (٨) أرقام | (٩) أرقام |
|--|--|--|--|--|--|--|--|--|
| <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> | <p>(١) شركة فوريون (٢) شركة فوريون (٣) شركة فوريون (٤) شركة فوريون (٥) شركة فوريون (٦) شركة فوريون (٧) شركة فوريون (٨) شركة فوريون (٩) شركة فوريون</p> |



Ministry of Commerce and Industry
Commercial Registration Department
General Administration for Commercial Registry
Commercial Registry office for Cairo Governorate

Exact copy of the Commercial Registry No. 286521
Serial No. of the entity: 521003911 – Page ¼ [(Sic) 1/3]
3 December 2006 12:09:05

| (1) (A) Deposit number (B) Deposit date (C) Registration number in the commercial registry (D) Deposit number of renewal request (E) Date of filing renewal request (F) Renewal date | (A) 1- Commercial name 2- Commercial mark 3- Name which the merchant practices his commerce. (B) 1- Type of the company 2- Name of the company . its name or name of the co-operative society 3- Commercial brand (c) Commercial brand of the branch | (A) Name of the merchant, his title, his date and place of birth and his nationality. (B) Names and titles of the responsible partners jointing in joint liability or joint-venture companies, date and place of birth for each of them and his nationality. (C) Names and titles of the partners or the others who are authorized for the administration of the company and who have the right of signature with its name, character of each of them, his date and place of birth, his nationality and the extent of their authority in administration and signature. (D) Names and titles of members of the board of directors in joint-venture companies or the co-operative society, their managers' representatives, character of each of them, his date and place of birth, his nationality and the extent of their authority in administration and signature. (E) Name and title of the main branch manager or general agency in Arab Republic of Egypt, his date and place of birth and his nationality (if the general head quarter of the company is abroad). |
|--|--|---|
| (1) | (2) | (3) |
| 1- (A) a. 19104 b. 17/12/1994 c. 286521 (2) a. 70 b. 3/1/2000 | (B) A Joint Stock company Law No.159 of 81 and its regulation 1307(D) 1994 signature is authenticated. 1-Medequip Co. for Trade & Contracting (S.A.E). | (D) Amgad Zarif Ibrahim, Egypt. (Board of directors' member): His resignation accepted. Farouk Abdel Sameie Hassan Mohamed 12/11/1943 (El-Menia, Egypt) a member in the board of directors shall continue for five years, and he has the right of signing on behalf of the company separate of the Chairman and any of the delegated members of the board of directors and any other member who is delegated by the board for this purpose, the Board may authorize several directors or delegated agents to sign on behalf of the company severally or jointly. Michel Raymond Michel Lakah 26/5/1968 – Egypt, Cairo (Board of Directors member). Ramy Raymond Michel Lakah 10/11/1963 Cairo, Egypt (Board of Directors member). |

| | | |
|--|--|---|
| | | <p>Continued (3) (D)</p> <p>(1)</p> <p>Michel Raymond Michel Lakah 26/5/1968 (Cairo, Egypt) Vice-Chairman and a Managing Director.</p> <p>Ramy Raymond Michel Lakah 10/11/1963 (Cairo, Egypt) Chairman and a Managing Director.</p> <p>Both of Mr. Ramy Raymond Michel Lakah (Chairman and a Managing Director) & Michael Raymond Michel Lakah (Vice-Chairman and a Managing Director) have the right to sign solely on behalf of the company at the banks.</p> <p>They also have the right to sign on the building sale & purchase contracts in the name of the company and for the purpose of the company before the Real Estate and Authentication Department, the Official authorities and the Public Sector and Private Sector business, in addition to signing on the banking and credit facilities .Each of the said persons has the right to delegate any other person to perform all or any of the above.</p> <p>Farouk AbdelSameie Hassan Mohamed 12/11/1943 (El-Menia, Egypt) (Member of the Board of Directors).</p> <p>Continued (3) (D)</p> <p>(6)</p> <p>Ramy Raymond Michel Lakah 10/11/1963 (Cairo - Egypt) (Chairman)</p> <p>Delegating each of / (1) Mohamed Belal Al-Sayed Ali Al-Debag, (2) Lotfy Entewan Lotfy (3) Wageeh Shokry Yonan, to sign on behalf of the company at Cairo Paris Bank, Heliopolis branch.</p> <p>Secondly: They also have the right of signing separately on behalf of the company for all of the contracts of the banking and credit facilities and mortgage and for the procedures related to them at Cairo-Paris Bank, Heliopolis Branch.</p> |
|--|--|---|

| | | |
|--|--|--|
| | | <p>Continued (3) (D)</p> <p>(7) Ramy Raymond Michel Lakah 10/11/1963 (Cairo-Egypt) (Chairman).</p> <p>Delegating Mr. Hany Raymod Michel Lakah for receiving all of the cheques issued for the favor of Medex Co. for Trading & Contracting S.A.E, issued by the Armed Forces, the police Department, and by all of the governmental Authorities.</p> <p>Continued (3) (D)</p> <p>(8) Ramy Raymond Michel Lakah 10/11/1963 (Cairo-Egypt) (Chairman and a Managing Director).</p> <p>Acceptance of the company becoming a subsidiary of the International Co. for Investments ((L.K.H) Group S.A.E, commercial Registry No. 318697 (Cairo)</p> |
|--|--|--|

| | | |
|---|--|---|
| <p>(A) Type of commerce Or (B) Purpose of establishing the company or co-operative society.</p> <p>(4)</p> | <p>1. Date which the merchant starts his commercial works in Arab Republic of Egypt.</p> <p>2. Date of license for practicing the commerce.</p> <p>(B) Date of starting the company, date of its termination and date of license for practicing the commerce or approval of investment authority.</p> <p>(C) Date of inaugurating the branch or the agency.</p> <p>(5)</p> | <p>(A) Address of the head quarter.</p> <p>(B) Address of the general center of the company or co-operative society.</p> <p>(C) Number of registering the head quarter or the general center (in case of registering the branch)</p> <p>(6)</p> |
| <p>(B) Contracting in general. Specially supply of Turn Key Equipped hospitals - Import and agents and local sale, Marketing, and Distribution - Maintenance and training - Offering the technical - Trading advice within the company objects, and the company has been allowed to have a benefit or to participate in any manner, with companies doing business in similar fields, or with companies which may help it to achieve its objects whether in Egypt or abroad. The company is allowed to take part in these works or to be affiliated to them according to the regulation of the law and its Executive Regulation.</p> | <p>(B) 25 years from 13/12/1994 to 12/12/2019</p> | <p>(B) 68 Al-Merghany, Apt. No. 16, Heliopolis, Cairo.</p> <p>(B)</p> <p>(4) 1. Ahmed Ismail St., at the back of Sheraton-Heliopolis Hotel, Heliopolis, Cairo.</p> |

| | | | |
|---|--|---|--|
| <p>(A) Addresses of branches and agencies followed to the head quarter or general center.</p> <p>(B) Address of the branch or agency (in case of registering the branch or agency)</p> <p>(7)</p> | <p>(A) Authorized Representatives</p> <p>(B) Manager of branch or agency (name and title of each of them, his date and place of birth and his nationality).</p> <p>(8)</p> | <p>(A) Amount of the invested capital in the head quarter of the merchant, branches and agencies followed to him.</p> <p>(B) Amount of capital of the company or co-operative society.</p> <p>1- Amount of money paid.</p> <p>2- Amounts of money which the partners committed paying them.</p> <p>3- Amount of quota of silent partners.</p> <p>4- Amount of material quotas (if found).</p> <p>(C) Indebted branch balance to the general position of the company.</p> <p>(9)</p> | <p>(A) Locations which were for the merchant previously.</p> <p>(B) Locations which are for him.</p> <p>1- In the circle of the same office.</p> <p>2- In the circle of other offices.</p> <p>(10)</p> |
| <p>(B) (3) 25, Victor Emmanuel St., Apt.901, Somoha, Sidi Gaber, Alexandria.</p> | <p>(D) (3) Mr. Mohamed Ali Hamza, Cairo, Egypt (Branch Manager)</p> | <p>(B) The amount of which the partners committed to pay is 187,500 LE The paid amount is 62500LE The issued capital is 250,000 LE The authorized capital is 20,000,000LE (b) (2) The paid amount is 250000LE (B) (3) The paid amount is 20000000LE The paid amount is 20000000LE The issued capital is 20000000LE The issued capital is 20000000LE (B) (5) The authorized capital 200000000LE The paid amount is 80000000LE The issued capital 80000000LE Issuing a number of 800000 share, each of 100 LE</p> | <p>-</p> |

| <p>Registration No:</p> <p>(a) Trade marks</p> <p>(b) B- Patents</p> <p>C- Industrial drawings and forms</p> <p>(11)</p> | <p>A) Financial system which marriage got in accordance with it.</p> <p>B) Commercial nationalism.</p> <p>C) Each contract obligates freeing of the company or laying it under settlement.</p> <p>(12)</p> | <p>Remarks</p> <p>1) Rules and resolutions issued for the signature of confiscation upon the merchant or by appointing the responsible and representatives for the absent or by separating them or by raising the confiscation.</p> <p>B) Rules and orders concerning bankruptcy.</p> <p>C) Rules of re-consideration.</p> <p>D) Rules issued with divorce, bodily or financial separation and resolutions issued by giving the permission to the merchant with merchandising, canceling or restricting it.</p> <p>E) Rules of dismissing the partners or isolating the managers and rules of freeing the companies or voiding them and appointing the settlers or separating them.</p> <p>F) Statements concerning sale of commercial location or mortgaging it in accordance with the law No. 11 for the year 1940.</p> <p>(13)</p> | <p>Margin</p> <p>(14)</p> |
|--|--|---|--|
| - | - | <p>(B)</p> <p>Deposited under no. 19104 dated 17/12/1994, in case no. 637 dated 1/1/2001 (the date of the Judgment which ordered that),each of Ramy Raymond Lakah, his wife, his two underage daughters, Michel Raymond Lakah & his wife, and his two sons were restrained from transacting or disposing of any of their properties whether in their real estate, movable, or monies 20010131</p> | <p>1. 3665 14/3/1995</p> <p>2. 2900 2/3/1996</p> <p>3. 6273 24/4/1996</p> <p>4. 775 18/2/1998</p> <p>5. 873 30/3/1998</p> <p>6. 3353 29/7/1998</p> <p>7. 3763 17/8/1998</p> <p>8. 6294 19/12/1998</p> <p>9. 3809 13/7/1999</p> <p>10. 4238 3/8/1999</p> <p>11. 4937 9/9/1999</p> <p>12. 1111 1/1/2000</p> <p>13. 70 3/1/2000</p> |

Continued the squares set forth in the previous page
 Any handwritten changes or deletion cancels this document
 Serial No. of the company: 521003911 – Page 3/4
 /2006 12: 09:05

Continued (No. 3(D)

(9)

Ramy Raymond Michel Lakah 10/11/1963 (Cairo, Egypt) (chairman). The company is managed by aboard of at least 3 members, at most 15 members may be elected by the General Assembly, provided that each member must have a value of shares of at least 5000 LE (five thousand LE). It is allowed, by a decision of the board of directors, to have at most two members of experience to be appointed to the board of directors, who do not own shares provided that the General Assembly to confirm them in its first following session.

Continued (No. 3) (D)

(10)

Michael Raymond Michel Lakah 26/5/1968 (Cairo – Egypt) (vice chairman, and a Managing Director).

Samy Philip Totongy 2/5/1959(Cairo –Egypt)(vice chairman , and a Managing Director).
 Ramy Raymond Michel Lakah 10/11/1963 (Cairo –Egypt)(chairman , and a Managing Director). Provided that each of Mr. Ramy Raymond Michel Lakah (chairman) and Mr. Michel Raymond Lakah (vice chairman , and a Managing Director), Mr. Samy Philip Totongy) (vice chairman, and a Managing Director), Mr. Rafeek Michel Shehata (a Managing Director), Mr. Mohamed Belal Al-Sayed Ali, and Mr. Ramy Moustafa Fadel have the right to sign on the behalf of the company but not at the banks and they have the right to sign on the sales & purchases contracts in the name of the company within the scope of the company objects and in the Real Estate Registration and Authentication Department, Official governmental authorities, non governmental, and the public and private sectors. They also have the right to sign on banking and credit facilities contracts and mortgages. Each of the said persons has the right to delegate any other person to perform the aforementioned in full or in part.

Rafeek Michel Shehata 4/10/1963 Cairo-Egypt, a delegated member.

George Shawky Farag 10/2/1962 Egypt a member of the board.

Hala Mohamed Foad Al-Fooly (Egypt)a member of the board

Mona Mohamed Abdel Gawad (Egypt) a member of the board

Amgad Zarif Ibrahim 13/1/1959(Egypt) a member of the board

Wageeh Shokry Barakat 26/8/1961(Cairo, Egypt) a member of the board.

Ameer Reda Abdel Messiah 29/8/1958(Egypt) a member of the board

Sherif Nageeb Shaerawy (Egypt) a member of the board

Farouk Abdel Samea Hassan Mohammed 12/11/1943 (El-Menia , Egypt) a member of the board : Accepted his resignation

(D)

(11)

Samy Philip Totongy 2/5/1959(Cairo -Egypt)(vice chairman , and a Managing Director)
 Michel Raymond Michel Lakah 26/5/1968 (Cairo - Egypt) (vice chairman, and a
 Managing Director

Ramy Raymond Michel Lakah 10/11/1963 (Cairo - Egypt) (chairman, and a Managing
 Director), Mr. Michel Raymond Lakah (vice chairman and a Managing Director), Mr.
 Samy Philip Totongy (vice chairman and a Managing Director), and Mr. Rafeek Michel
 Shehata (Managing Director) are exclusively authorized to sign on behalf of the company
 at the all of the banks and they also have been the right of signing on the sales and
 purchase and any other contracts in the name of the company and for its own purposes in
 the Real Estate Registration and Authentication Department, Official, governmental
 authorities, public and private business sectors in addition to signing on banking and
 credit facilities contracts and mortgages. Each of the said persons has the right to delegate
 any other person to do the said tasks partially or in full.

Rafeek Michel Shehata 4/10/1963 (Cairo-Egypt)(a Managing Director)

(D)

12

Samy Philip Totongy 2/5/1959 (Cairo - Egypt) (vice chairman, and a Managing
 Director)

Michel Raymond Michel Lakah 26/5/1968 (Cairo - Egypt) (vice chairman, and a
 Managing Director

Ramy Raymond Michel Lakah 10/11/1963 (Cairo -Egypt) (chairman, and a Managing
 Director)

Rafeek Michel Shehata 4/10/1963(Cairo-Egypt)(chairman, and Managing Director)

Hala Mohamed Foad Al- Foody (Egypt)(A member of the board).

Wageeh Shokry Yonan (Egypt) (A member of the board).

Ameer Reda Abdel Messiah 29/8/1958) (A member of the board).

Sherif Nageeb Shaerawy (Egypt) (A member of the board).

Mona Mohamed Abdel Gawad) (A member of the board): her resignation accepted.

Amgad Zarif Ibrahim (A member of the board): his resignation accepted.

Government Eagle Seal (Stamp)

Name of Request or of Copy

Charges paid by Receipt # 2895 on 13/11/2006

Prepared on 3/12/2006

Secretary of the Commercial Registry Office (Signature)